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CONDITIONAL SALES CONTRACT

INTERSTATE COMMERCE COMMISSION

THIS AGREEMENT, made and entered into as of October 15, 1971, by and between AMERICAN HOIST & DERRICK COMPANY, a Delaware corporation, having its principal place of business at 63 South Robert Street, Saint Paul, Minnesota 55107 (hereinafter called "Seller"), and MISSOURI-KANSAS-TEXAS RAILROAD COMPANY, a Delaware corporation, having its principal office at 701 Commerce Street, Dallas, Texas 75202 (hereinafter called "Buyer");

WITNESSETH:

For and in consideration of the mutual covenants and promises hereinafter set forth, the Seller will construct and will sell and deliver to the Buyer one (1) American Model 7040DE Locomotive Crane (hereinafter referred to as "Crane") 40/75-ton capacity diesel-electric powered, with components, Serial Number L-3946, manufactured in accordance with Specifications contained in Seller's Proposal #C-16882, dated May 19, 1971, and Buyer's Purchase Order #M-54980, dated June 22, 1971.

The Seller will deliver the Crane for shipment at Bay City, Michigan, not later than October 30, 1971.

The Seller's obligation as to time of delivery at Bay City, Michigan, is subject to delays resulting from causes beyond the Seller's reasonable control including, but not limited to, acts of God, acts of government, such as embargoes, priorities and allocations, war or war conditions, riot or civil commotion, sabotages, strikes or other labor conditions, accidents, fire, flood, explosion, damage to plant equipment or facilities, delays or defaults of subcontractors, failure to receive necessary materials or supplies or absence of usual means of transportation; provided, however, the Buyer shall not be obligated to accept the Crane and all obligations of the Buyer created herein shall be terminated at the sole and exclusive option of the Buyer in the event that said Crane is not delivered on or before October 30, 1971.

The Buyer shall inspect the Crane at or before delivery to a carrier at Seller's plant at Bay City, Michigan. If said Crane conforms to Specifications, a duly authorized representative of the Buyer shall execute and deliver to the

Seller a Certificate of Inspection stating that the Crane has been inspected and found by him on behalf of the Buyer to conform in all respects to the above-cited Specifications. Such Certificate of Inspection shall constitute conclusive evidence that the Crane conforms to specifications and is, in all respects, acceptable to Buyer.

The purchase price of said Crane, including all accessories and components ordered by the Buyer in its Purchase Order #M-54980, dated June 22, 1971, shall be ONE HUNDRED NINETY-NINE THOUSAND FIVE AND NO/100 DOLLARS (\$199,005.00) F.O.B. Seller's plant at Bay City, Michigan; provided, however, that in the event of any change or modification made in the Specifications, with the consent of the Buyer, the amount by which such changes and/or modifications increase or decrease the cost of the Crane shall be added to or subtracted from, as the case may be, the price of the Crane.

Conditioned only upon receipt and acceptance of the Crane, which shall be conclusively evidenced by the execution and delivery of the Certificate of Inspection and the further issuance of a Bill of Lading by a common carrier for shipment of the Crane to Buyer, the Buyer hereby promises to pay to the Seller at its offices in Bay City, Michigan, or at such financial institution in the United States of America as the Seller may designate, the aforesaid purchase price of the Crane, as follows:

(a) The sum of NINE THOUSAND NINE HUNDRED FIFTY AND 25/100 DOLLARS (\$9,950.25) being Five Percent (5%) of the total purchase price, which said sum has been heretofore paid by Buyer to Seller, the receipt of which is hereby expressly acknowledged and confessed by Seller;

(b) The sum of THIRTY THOUSAND THREE HUNDRED FORTY-FIVE AND 75/100 DOLLARS (\$30,345.75) shall be paid by Buyer to Seller upon receipt of invoice therefor accompanied by Bill of Lading issued by the carrier over which the Crane is being shipped to Buyer; and

(c) The remaining balance of the purchase price of said Crane, ONE HUNDRED FIFTY-NINE THOUSAND TWO HUNDRED FOUR AND NO/100 DOLLARS (\$159,204.00) shall be paid by Buyer to Seller, or its Assignee, in sixty (60) consecutive monthly installments in the principal sum of TWO THOUSAND SIX HUNDRED FIFTY-THREE AND 40/100 (\$2,653.40) each, with the first such installment being due and payable

on December 1, 1971, together with interest on the remaining unpaid balance from November 1, 1971, which said interest shall be at a rate of one and one-half percent (1-1/2%) above the prevailing commercial prime borrowing rate established by the Republic National Bank of Dallas, Dallas, Texas; provided, however, that any change in interest rate shall become effective immediately upon such change and provided further that such interest rate shall in no event exceed the highest lawful interest rate permitted in the State of Texas.

The Buyer will pay interest at the rate of ten percent (10%) per annum upon all such amounts, principal and interest, remaining unpaid after the same become due and payable pursuant to the terms hereof.

The Buyer shall have the right to prepay the unpaid principal balance due on the Crane delivered hereunder at any time, without penalty, with interest to date of such payment upon thirty (30) days' written notice to Seller or its assignee.

I.

The Seller warrants to the Buyer that the Crane will be built in accordance with the specifications hereinbefore referred to and will be free from defects in material and workmanship under its intended use and service, but it is understood that the equipment is subject to the express warranty annexed to this agreement. There are no other warranties, express or implied (including implied warranties of merchantability and fitness for purpose), and there are no other representations, promises or statements to Buyer with reference to the equipment unless expressly set forth herein.

The Seller shall and hereby does retain the full legal title to and property in the Crane until the Buyer shall have made all of the payments and shall have kept and performed all of the covenants in this agreement provided to be made, kept or performed by the Buyer notwithstanding the delivery of the Crane to and the possession and use thereof by the Buyer as herein provided. Any and all replacements of the Crane and of parts thereof or of any replacements thereof and additions thereto shall constitute accessions to the Crane and be subject to all the terms and conditions of this agreement and included in the term "Crane" as used in this agreement.

The Buyer, so long as it shall not be in default under this agreement, shall be entitled to the possession and use of the Crane subject to the terms and conditions herein contained.

The Buyer will cause the Crane to be kept numbered with its identifying number and will keep and maintain, plainly, distinctly, permanently and conspicuously stenciled on each side of the Crane the name of the Seller or of the Seller's assignee, as the case may be, in letters of the largest size required by law in any of the states in which the Crane shall be operated, but in any event in letters not less than one inch in height followed by the word "Owner" or other appropriate words designated by the Seller or its assignee. The Buyer will not place the Crane in operation or exercise any control or dominion over any part thereof until such marking shall have been stenciled on both sides of the Crane. The Buyer will not change the number of the Crane without first notifying the Seller or its assignee in writing.

Except as above provided, the Buyer will not allow the name of any person, association or corporation to be placed on the Crane or any replacement thereof as a designation that might be interpreted as a claim of ownership; provided, however, that the Buyer may cause the Crane to be lettered with appropriate words or marks for convenience of identification of the Buyer's interest therein.

When and only when the Seller, or its assignee, has been paid the full purchase price of the Crane, together with interest and any and all other payments as herein provided, and all of the Buyer's covenants and conditions herein contained have been performed by the Buyer, absolute right to the possession of, title to and property in the Crane, shall pass to and vest in the Buyer without further transfer or action on the part of the Seller, or its Assignee, except that the Seller, or its assignee will, if requested by the Buyer so to do, execute and deliver to the Buyer a bill of sale of the Crane transferring the title to and property in it to the Buyer free and clear of all liens and encumbrances created or retained hereby and will execute for record or for filing in public office such instrument or instruments in writing as may be necessary or appropriate in order then to make clear upon the public records the title of the Buyer to the Crane.

Although the purchase price of said Crane is based on point of manufacture at Bay City, Michigan, Seller shall ship said Crane to Buyer at Denison, Texas, freight charges collect, and Seller shall retain title during the course of shipment and be responsible for all loss and or damage until its arrival at Denison, Texas. Seller also agrees to indemnify, protect and hold harmless its Assignee and the Buyer from and against any and all liability, claims, demands, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against Seller's assignee or the Buyer because of the use in or about the construction of the Crane, or any part thereof, of any design, article, or material infringing or claimed to infringe on any patent or other right. The Seller agrees to and does hereby, to the extent legally possible without impairing any claim, right or cause of action hereinafter referred to, transfer, assign, set over and deliver to its Assignee and the Buyer every claim, right and cause of action which the Seller has or hereafter shall have against the seller or sellers of any designs, articles or materials specified by the Buyer and purchased or otherwise acquired by the Seller for use in or about the construction or operation of the Crane, or any part thereof, on the grounds that any such design, article or material or operation thereof infringes or is claimed to infringe on any patent or other rights and the Seller further agrees to execute and deliver to the Buyer all and every such further assurance as may be reasonably requested by the Buyer, more fully to effectuate the assignment, transfer and delivery of every such claim, right and cause of action. The Seller will give notice to its Assignee and the Buyer of any claim known to the Seller from which liability may be charged against the Seller's Assignee or the Buyer hereunder.

II.

As security for payment and performance of Buyer's liabilities and obligations hereunder (including future advances by a Secured Party) and other liabilities and obligations, present and future, of Buyer to Seller or its Assignee (hereinafter jointly referred to as the "Secured Party"), Buyer grants to the Secured party a security interest in said Crane and agrees that Seller and each subsequent Assignee shall retain title to said Crane. Notwithstanding the foregoing, Buyer shall have the right to possession and use of said Crane in any lawful manner not inconsistent with this Agreement or any policy of insurance thereon until Buyer shall become in default hereunder.

RECORDING. The Buyer will cause this Agreement, any assignments hereof or of any interests herein and any supplements hereto or thereto, to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act; and the Buyer will from time to time do and perform any other act and will execute, acknowledge, deliver, file and record any and all further instruments required by law, or reasonably requested by the Seller for the purpose of proper protection of its title to the Crane and its rights under this Agreement or for the purpose of carrying out the intention of the Agreement; and the Buyer will promptly furnish to the Seller certificates or other evidences of such filing and recording, and an opinion or opinions of counsel for the Buyer with respect thereto, satisfactory to the Seller.

Buyer warrants and covenants that Buyer will: (a) keep said Crane in first-class order, repair and running condition and replace any worn, broken or defective parts and house it in suitable shelter; (b) promptly pay all taxes levied or assessed against said Crane and keep it free and clear of all liens, attachments and encumbrances other than the lien provided herein and the applicable liens of Buyer's mortgages insofar as they attach only to the interest of Buyer created by this agreement; (c) permit Secured Party and its representatives free access to said Crane at all reasonable times for the purpose of inspection; (d) promptly notify Secured Party in writing of any loss or damage to said Crane; (e) not abandon said Crane; (f) not sell, assign, lease, mortgage, grant a security interest in, or otherwise dispose of any interest in said Crane or any parts thereof, or in this Agreement, without obtaining the prior written consent of the Secured Party; (g) indemnify and hold harmless Secured Party from any and all liability, including costs and attorneys' fees, arising from injury or damage to property or person, caused in any manner by the possession, use or operation of said Crane; and (h) not use or permit said Crane to be used for any unlawful purpose or in violation of any federal, state, or municipal law, statute, or ordinance or for hire. If Buyer fails to observe or perform any covenant or agreement contained in this Section, which failure is not remedied by Buyer within ten days after written notice thereof, Secured Party may, at its option, in addition to any other remedy, take whatever action may be necessary to remedy such failure, and should any such action require the expenditure of money to protect and preserve Secured Party's interest in said Crane (including but not

limited to payment of insurance premiums, repairs, storage, transportation, removal of liens, etc.), the amount of such expenditure shall become forthwith due and payable by Buyer with interest at the highest rate permitted by applicable laws; and if Secured Party takes any action authorized hereunder, it shall not be liable to Buyer for any consequential damages, including but not limited to damages as a result of delays, temporary withdrawal of the Crane from service, or other causes.

III. Defaults

In the event that any one or more of the following events of default shall occur, to wit:

(a) the Buyer fails to pay in full when due any installment of principal or of interest at the time and in the manner hereinbefore contracted to be paid as hereinabove provided; or

(b) the Buyer shall, for more than 30 days after the Seller shall have demanded in writing performance thereof, fail or refuse to comply with any other covenant, agreement, term or provision of this agreement on its part to be kept and performed; or

(c) Buyer becomes insolvent or unable to pay debts as they mature or makes an assignment for the benefit of creditors, or any proceeding is instituted by or against Buyer alleging that Buyer is insolvent or unable to pay debts as they mature; or

(d) A petition for reorganization under Section 77 of the Bankruptcy Act, as now constituted or as said Section 77 may be hereafter amended, is filed by or against the Buyer and the trustee or trustees fail to adopt this agreement within 30 days of the date of his or their appointment unless such petition is dismissed prior to the expiration of such 30 days; or

(e) Any proceedings are commenced by or against the Buyer for any relief under any bankruptcy or insolvency laws, or laws relating to the relief of debtors, readjustments of indebtedness, reorganizations, arrangements, compositions, or extensions (other than a proceeding under Section 20b of the Interstate Commerce Act) and the trustee or trustees or receiver or receivers appointed for the Buyer or for its property in connection with such proceedings fail to adopt and assume and agree to perform the terms and obligations of this agreement within 30 days of the date of his or

their appointment, unless such proceedings are dismissed prior to the expiration of such 30 days; or

(f) The Buyer transfers or attempts to transfer its interest in or under this agreement without the consent of the Seller;

then at any time after the occurrence of such an event of default the Seller may, upon written notice to the Buyer and upon compliance with any legal requirements then in force and applicable to such action by the Seller, declare the entire purchase price of said Crane together with the interest thereon then accrued and unpaid, immediately due and payable, without further demand, and thereafter the entire sum shall bear interest at the rate of ten per cent (10%) per annum, and the Seller shall be entitled to judgment for the whole amount so due from the Buyer with interest at said rate, together with costs and expenses incurred by Seller or its assignee, including reasonable attorneys' fees, and to collect said judgment out of any of the Buyer's property.

Whenever a default shall be existing, Secured Party shall have the following rights and remedies to the extent permitted by applicable law: (a) All obligation of Buyer hereunder shall become immediately due and payable, at the option of the Secured Party, without notice or demand; (b) the Secured Party or its representative may enter such place or places where said Crane may be located and take and carry away the same, with or without legal process to Secured Party's place of storage; (c) to sell said Crane at public or private sale, whether or not said Crane is present at such sale and whether or not said Crane is in constructive possession of Secured Party or the person conducting the sale, in one or more sales, as an entirety or in portions, for the best price that Secured Party can obtain and upon such terms as Secured Party may deem desirable; (d) to require Buyer to pay all expenses of such sale, taking, keeping and storage of said Crane, including reasonable attorneys' fees and legal expenses; (e) to apply the proceeds of such sale to all expenses in connection with the taking and sale of said Crane, and any balance of such proceeds may be applied to the payment of the Obligations of Buyer hereunder in such order of application as Secured Party may from time to time elect; (f) upon Secured Party's demand, Buyer agrees to transport, at Buyer's expense, said Crane to a convenient place on Buyer's lines of railroad designated by Seller; and (g) to exercise any one or more rights or remedies accorded by the Uniform Commerce Code. If the

proceeds of any such sale are insufficient to pay the expenses, as aforesaid, and the obligations of Buyer, the Buyer agrees to pay any deficiency to Secured Party upon demand, and if such proceeds are more than sufficient to pay such expenses and obligations, Secured Party agrees to pay the over-plus to Buyer. In addition, if this Agreement is referred to an attorney for collection, the Buyer agrees to pay reasonable attorneys' fees plus court costs.

Buyer acknowledges notice of the intended assignment of this Conditional Sale Contract and Security Agreement to Assignee designated herein, or to another Assignee (hereinafter referred to as "Assignees"), and the Buyer acknowledges and agrees that the Seller is not an agent of such Assignees. Buyer consents to such assignment(s) and agrees that such Assignees shall be entitled to all the rights of Seller as a Secured Party but that such Assignees shall not assume any of Seller's obligations or liabilities hereunder, that all mechanical, service and other claims with respect to the Equipment shall be settled directly with the Seller, and Buyer will not set up any claims which Buyer may have against the Seller as a defense, counterclaim, set-off, or otherwise, to any action for payment or possession brought by such Assignees on this Conditional Sale Contract and Security Agreement.

If any provision of this Agreement shall be declared contrary to applicable law by any court of competent jurisdiction, such provision shall be deemed invalid without invalidating the remaining provisions hereof. If and to the extent that applicable law confers any rights or imposes any duties inconsistent with or in addition to any of the provisions of this agreement, the affected provisions shall be considered amended to conform thereto. Secured Party shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder. A waiver by Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to or waiver of any such right or remedy which Secured Party would have had on any future occasion nor shall Secured Party be liable for exercising or failing to exercise any such right or remedy. Secured Party may enforce the remedies hereunder successively or concurrently and the exercise of one shall not bar the other. None of the terms hereof may be excluded, modified and/or amended except by an agreement in writing. It is expressly understood and agreed that whenever any

notice to the Buyer is required hereby or is otherwise required, such notice may be sent to Buyer by ordinary mail to the address shown at the beginning of this agreement and if so mailed, such notice shall be deemed sufficient notice thereof. This agreement shall be binding, jointly and severally, upon the party or parties described as Buyer.

No invoice issued prior to the complete performance of this contract shall operate to pass title to said Crane.

IN WITNESS WHEREOF, American Hoist & Derrick Company and Missouri-Kansas-Texas Railroad Company have caused these presents to be executed by their respective duly authorized officers and attested by their respective corporate secretaries all as of the day, month, and year first above written.

ATTEST:

[Signature]
Secretary

AMERICAN HOIST & DERRICK COMPANY

By [Signature]
Vice President

ATTEST:

[Signature]
Assistant Secretary

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

By [Signature]
Vice President

State of Minnesota)
) SS:
County of Dallas)

On this 12th day of October, 1971, before me personally appeared Paul A. Barcelow, Jr., to me personally known, who being by me duly sworn, says that he is a Vice-President of American Hoist & Derrick Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My Commission
Expires: 5-26-73

[Signature]
Notary Public

PAUL A. BARCELOW, JR. Notary Public Ramsey Co., Minn.
My Commission Expires

State of Texas)
) SS:
County of Dallas)

On this 14th day of October, 1971, before me personally appeared K. R. Ziebarth, to me personally known, who, being by me duly sworn, says that he is Vice President of Missouri-Kansas-Texas Railroad Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My Commission
Expires: 6-1-73

[Signature]
Notary Public in and for Dallas County,
Texas



Warranty



THE CRANES, EXCAVATORS, HOISTS AND DERRICKS (INCLUDING THE PARTS AND ACCESSORIES OF SUCH CRANES, EXCAVATORS, HOISTS, AND DERRICKS), MANUFACTURED BY AMERICAN HOIST & DERRICK COMPANY (HEREINAFTER FOR CONVENIENCE CUMULATIVELY REFERRED TO AS "Equipment") AND DELIVERED NEW TO THE INITIAL USER, ARE SUBJECT TO THE FOLLOWING EXPRESS WARRANTY:

American Hoist & Derrick Company warrants its Equipment to be free from defects in workmanship and materials for a period of *365* days or *2000* hours of operation, whichever shall first occur after delivery to the initial user. No other Express Warranty is given and no agent, employee, or representative of American Hoist & Derrick Company has any authority to bind American Hoist & Derrick Company to any affirmation, representation, or warranty concerning equipment sold unless such affirmation, representation or warranty made by an agent, employee, or representative of American Hoist & Derrick Company is specifically included within the Proposal and Quotation and attachments appended thereto.

THERE ARE NO EXPRESS WARRANTIES BY AMERICAN HOIST & DERRICK COMPANY COVERING Equipment COMPONENTS, PARTS OR ACCESSORIES MANUFACTURED BY SOMEONE OTHER THAN AMERICAN HOIST & DERRICK COMPANY. SUCH WARRANTIES AS MAY BE FURNISHED TO AMERICAN HOIST & DERRICK COMPANY BY THE MANUFACTURER OF SUCH ITEMS WILL BE EXTENDED TO BUYER BY AMERICAN HOIST & DERRICK COMPANY.

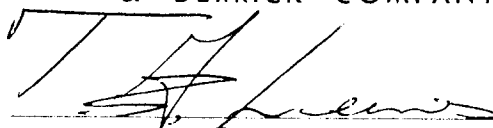
Due to the potential danger from misuse of Equipment, the Express Warranty hereunder shall not be effective or actionable unless all safety devices and guards provided with the Equipment are used in its operation and unless there is compliance with all operating procedures and maintenance instructions as set forth and described in manuals, furnished by American Hoist & Derrick Company to Buyer. Neither shall the Express Warranty herein be effective or actionable if safety warning signs or other devices or guards have been removed or modified or if the Equipment has been otherwise altered without written consent of an authorized Service Representative of American Hoist & Derrick Company or if stated capabilities of the Equipment are exceeded.

If any parts or accessories of the Cranes, Excavators, Hoists or Derricks covered by this Express Warranty shall be proven to be defective upon inspection by an authorized Service Representative of American Hoist & Derrick Company within the warranty period stated above, American Hoist & Derrick Company agrees at its option to replace P.O.B. at its factory, St. Paul, Minnesota, the defective parts or accessories or pay the cost of repairing the defective parts or accessories, exclusive of the costs of installation or transportation which the Buyer shall pay, PROVIDED, HOWEVER, if American Hoist & Derrick Company determines that the nature of the defect precludes remedy by repair or replacement, then American Hoist & Derrick Company shall have the right to fully satisfy its warranty obligation hereunder by refunding to the Buyer the full purchase price upon return of the Equipment by the Buyer, transportation prepaid, to American Hoist & Derrick Company at its factory, St. Paul, Minnesota.

American Hoist & Derrick Company shall not be liable under this Express Warranty for the transportation or installation costs of any defective parts or accessories and shall not be liable for any damages, lost time, or other expenses that may result from defective parts or accessories, nor for the payment of any incidental or consequential damages, including but not limited to, personal injury or property damage.

THE REMEDIES IN THIS EXPRESS WARRANTY SHALL BE THE EXCLUSIVE AND SOLE REMEDIES OF THE BUYER. THERE ARE NO IMPLIED WARRANTIES THAT THE Equipment COVERED BY THIS EXPRESS WARRANTY IS OF MERCHANTABLE QUALITY OR THAT IT IS FIT FOR ANY PARTICULAR PURPOSE.

**AMERICAN HOIST
& DERRICK COMPANY**


T. A. LEINES, MANAGER
CUSTOMER SERVICE DIVISION

AGREEMENT AND ASSIGNMENT, dated as of October 15, 1971, between AMERICAN HOIST & DERRICK COMPANY, a corporation organized under the laws of the State of Delaware (hereinafter called "Seller"), REPUBLIC NATIONAL BANK OF DALLAS (hereinafter called "Bank"), and MISSOURI-KANSAS-TEXAS RAILROAD COMPANY, a corporation organized under the laws of the State of Delaware with an office in the city of Dallas, Texas (hereinafter called "Buyer").

WHEREAS, the Seller and the Buyer have entered into a Conditional Sale Contract, dated as of October 15, 1971 (hereinafter called "Conditional Sale Contract"), covering the manufacture, sale and delivery, on the conditions therein set forth, by the Seller and the purchase by the Buyer of One (1) AMERICAN Model 7040DE Locomotive Crane, 40/75-ton capacity, diesel-electric powered, bearing Seller's Serial Number L-3946, all as more particularly described therein (a counterpart of the Conditional Sale Contract being prefixed hereto), where an aggregate purchase price of \$199,005.00 subject to increase or decrease is therein provided.

NOW, THEREFORE, this Agreement and Assignment Witnesseth that in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration paid by the Bank to the Seller, the receipt of which is hereby acknowledged, as well as of the mutual covenants herein contained:

1. The Seller hereby sells, assigns, transfers and sets over unto the Bank, its successors and assigns, all the right, title and interest of the Seller under the Conditional Sale Contract (except the right to manufacture and the right to receive the initial cash payments specified in Section 3 thereof) and all the right, title and interest of the Seller in and to said crane in respect of which the Bank shall pay to the Seller the purchase price thereof, and all right, title and interest of the Seller in and to the indebtedness secured by said Conditional Sale Contract and assignor assigns said Conditional Sale Contract without recourse and without any further obligation on the part of assignor.

2. The Bank, when said crane is accepted by the Buyer pursuant to the Conditional Sale Contract will pay to the Seller the full purchase price thereof as stated in the Conditional Sale Contract up to the amount of \$159,204.00, upon receipt by the Bank of the following documents in form and substance satisfactory to it:

(a) A Bill of Sale from the Seller to the Bank transferring to the Bank title to the crane and warranting said title to be free, as of the time of delivery to the buyer, of all liens and encumbrances except only the rights of the Buyer under the Conditional Sale Contract.

(b) A Certificate of Inspection signed by an authorized representative of the Buyer stating that the crane has been inspected and accepted by it on behalf of the Buyer as conforming in all respects to the requirements and provisions of the Conditional Sale Contract.

(c) A duplicate of the Seller's Invoice covering the crane, evidencing receipt from the Buyer of that portion of the purchase price required to be paid pursuant to paragraphs (a) and (b) of Section 3 of the Conditional Sale Contract.

IN WITNESS WHEREOF, the Seller, the Bank, and the Buyer have caused this instrument to be executed in their respective names by their respective officers, thereunto duly authorized, and their respective corporate seals to be hereunto affixed, duly attested, as of the day and year first above written.

ATTEST:

[Signature]
Secretary

AMERICAN HOIST & DERRICK COMPANY

By [Signature]
Vice President

ATTEST:

[Signature]
Cashier

REPUBLIC NATIONAL BANK OF DALLAS

By [Signature]
Vice President

ATTEST:

[Signature]
Assistant Secretary


MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

By [Signature]
Vice President

State of Minnesota)
) SS:
County of _____)

On this _____ day of October, 1971, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is a Vice-President of American Hoist & Derrick Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My Commission
Expires: 5-20-73


Notary Public

PAUL A. BARCLOW, JR. Notary Public Ramsey Co., Minn.
My Commission Expires

State of Texas)
) SS:
County of Dallas)

On this 15 day of October, 1971, before me personally appeared GEORGE R. FARRIS, to me personally known, who, being by me duly sworn, says that he is Vice President of the Republic National Bank of Dallas, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

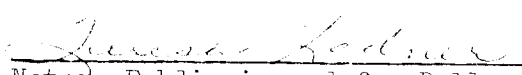
My Commission
Expires: 6-1-73

Arthur Blanchard (ARTHUR BLANCHARD)
Notary Public in and for Dallas County, Texas

State of Texas)
) SS:
County of Dallas)

On this 14th day of October, 1971, before me personally appeared K. R. Ziebarth, to me personally known, who, being by me duly sworn, says that he is Vice President of Missouri-Kansas-Texas Railroad Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My Commission
Expires: 6-1-73


Notary Public in and for Dallas County, Texas